

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JORDAN ROCKS MUSIC, THE THICK PLOTTENS MUSIC,
WB MUSIC CORP., STEREO SUPERSONIC MUSIC,
J. ALBERT & SON (USA) INC., HIDEOUT RECORDS
AND DISTRIBUTORS, INC. (GEAR PUBLISHING DIVISION),
TVT MUSIC, INC. AND 50 CENT MUSIC

Plaintiffs,

vs.

Case No. 2:05CV73941
Hon. Lawrence P. Zatkoff

FLEETWOOD MANAGEMENT, INC.
AND FRANK GRZANKA,

Defendants.

Herschel P. Fink (P13427) Brian D. Wassom (P60381) Honigman Miller Schwartz and Cohn LLP Attorneys for Plaintiffs 2290 First National Building 660 Woodward Avenue Detroit, MI 48226-3506 (313) 465-7594 hpf@honigman.com bdw@honigman.com	Jeffrey P. Thennisch (P51499) Dobrusin & Thennisch PC Attorneys for Defendants 29 W. Lawrence St. Suite 210 Pontiac, MI 48342 (248) 292-2920 jeff@patentco.com
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**CONSENT JUDGMENT AS TO
DEFENDANT FLEETWOOD MANAGEMENT, INC.**

Plaintiffs and Defendant Fleetwood Management, Inc. ("Fleetwood") having stipulated to the entry of this Consent Judgment,

It is therefore ORDERED, ADJUDGED AND DECREED:

1. Fleetwood is enjoined and restrained permanently from publicly performing any or all of the copyrighted musical compositions in the repertory of the American Society

of Composers, Authors, and Publishers (“ASCAP”), including those copyrighted musical compositions owned by Plaintiffs, and from causing or permitting such copyrighted musical compositions to be publicly performed, and from aiding and abetting public performances of such compositions, unless Fleetwood shall have previously obtained permission to give such performances, either directly from the owners of the compositions, or by license from ASCAP.

2. Judgment is hereby entered against Fleetwood in the sum of Thirty Thousand and no/100 dollars (\$30,000.00) (the “Judgment Amount”), to be satisfied by payment of Twenty Thousand Dollars (\$20,000) (“the Settlement Amount”). Fleetwood shall pay the Settlement Amount to ASCAP, on behalf of the Plaintiffs, in the following manner: monthly payments of \$333.33, payable on the first day of each calendar month, beginning on September 1, 2006, for eleven months, with the balance on the Settlement Amount due on August 1, 2007 (the “Balance Due Date”); provided, however, that, on each Balance Due Date, if Fleetwood has made its payment of \$333.33 as provided herein for each of the preceding eleven months, or has otherwise cured any deficiencies or past due amounts for the preceding eleven months, then Fleetwood shall only be required to pay \$333.33 on that date, and the Balance Due Date shall be postponed for an additional 12 months.

3. The aforementioned payments shall be made by certified, cashier’s check or money order payable to the “American Society of Composers, Authors and Publishers” and delivered to ASCAP’s attorneys, Honigman Miller Schwartz and Cohn LLP, c/o Brian D. Wassom, Esq., 2290 First National Building, Detroit, MI 48226; or such other recipient as ASCAP or its attorneys may designate.

4. In the event that Fleetwood shall fail to make the payment in accordance with

the provisions of paragraphs 2 and 3 above, Plaintiffs' counsel shall provide written notice of such default in payment as follow:

a. United States, First Class mail to Fleetwood Management, Inc., 23354 Gratiot Avenue, Eastpointe, MI 48021; and

b. Certified mail, overnight courier, facsimile, e-mail, or hand delivery to Fleetwood Management, Inc. c/o Jeffrey P. Thennisch, Dobrusin & Thennisch, P.C., 29 W. Lawrence St., Suite 210, Pontiac, MI 48342, telephone (248) 292-2920, facsimile (248) 292-2910, jeff@patentco.com, or other representative as Fleetwood shall designate,

and Fleetwood shall have the opportunity to cure the default by paying the past due amount within ten (10) days of delivery of notice. If Fleetwood fails to cure the default within ten (10) days of delivery of such notice, Plaintiffs shall be entitled to receive the entire Judgment Amount, less any payment made by Defendants as provided in Paragraph 2 above.

5. ASCAP and Fleetwood shall promptly execute an ASCAP General License Agreement for the establishment known as "Covergirls," located at 10631 Whittier, in Detroit, Michigan for the term beginning January 1, 2006, with license fees pursuant to such license agreement for all periods through December 31, 2006 being included in the Settlement Amount. If Fleetwood does not execute the license agreement within 10 days of ASCAP delivering same to Fleetwood's counsel, Plaintiffs shall be entitled to receive the entire Judgment Amount, less any payment made by Defendants as provided in Paragraph 2 above. With respect to license fees due for all periods beginning January 1, 2007, Fleetwood shall timely submit payment of such fees to ASCAP.

6. Upon ASCAP's receipt of the full Settlement Amount (or full payment of the

Judgment Amount in the event of default), Plaintiffs shall file a satisfaction of this Consent Judgment with the Court.

7. Fleetwood shall not willfully dissipate or encumber their assets in order to impair ASCAP's ability to collect the amounts due under this Consent Judgment. In the event that Fleetwood files a petition in bankruptcy, any sum then due pursuant to this Consent Judgment shall constitute a non-dischargeable debt pursuant to 11 U.S.C. § 523(a)(6).

8. This Consent Judgment shall bind and benefit the heirs, executors, administrators, successors, assigns, parents, affiliates, members and subsidiaries of ASCAP and Fleetwood.

9. This Consent Judgment constitutes the entire agreement between ASCAP, on behalf of the Plaintiffs, and Fleetwood, and supersedes any prior agreements or understandings between ASCAP and Fleetwood, whether written or verbal, and may not be modified in any manner, except by a writing signed by ASCAP and Fleetwood.

IT IS SO ORDERED.

Dated: September 12, 2006

s/Lawrene P. Zatkoff
Hon. Lawrence P. Zatkoff
United States District Court Judge

We stipulate to the entry of the foregoing order:

<p><u>/s/ Brian D. Wassom</u> Herschel P. Fink (P13427) Brian D. Wassom (P60381) Honigman Miller Schwartz and Cohn LLP Attorneys for Plaintiffs 2290 First National Building 660 Woodward Avenue Detroit, MI 48226-3506 (313) 465-7594 hpf@honigman.com bdw@honigman.com</p>	<p><u>s/ Jeffrey Thennisch (by consent)</u> Jeffrey P. Thennisch (P51499) Dobrusin & Thennisch PC Attorneys for Defendants 29 W. Lawrence St. Suite 210 Pontiac, MI 48342 (248) 292-2920 jeff@patentco.com</p>
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